

AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and Mosaica Partners (hereafter called the "Contractor") that the contract on the subject of conducting a stakeholder engagement process, draft, and final versions of the Vermont Health Information Technology Plan (VHITP) and providing technical assistance to the State related to broader health information strategic planning, effective February 10, 2015, is hereby amended effective August 1, 2015, as follows:

- 1. By deleting Section 3 (Maximum Amount) on page 1 of 20 of the base agreement, and substituting in lieu thereof the following Section 3:**

3. Maximum Amount. In consideration of the services to be performed by Contract, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$256,850.

- 2. By deleting Section 4 (Contract Term) on page 1 of 20 of the base agreement, and substituting in lieu thereof the following Section 4:**

4. Contract Term. The period of the Contractor's performance shall begin on February 10, 2015 and end on March 31, 2016.

- 3. By deleting the section labeled "Gather and Analyze Information" beginning on page 4 of 20 of the base agreement and substituting in lieu thereof the following:**

Gather and Analyze Information

4. Conduct Vermont environmental scan to identify and review existing HIT planning documentation as provided by the State and made available to project participants in an online document library, analyze results, and identify potential issues that may need to be addressed in the updated VHITP. Additionally, the scan shall include:
 - a. Identify the acts, events, and occurrences that have influenced stakeholder expectations for Vermont's HIT Plan and recommend appropriate scope of stakeholder expectations to be addressed in the plan.
 - b. Develop in-depth understanding of VITL technology, operations, and future plans.
 - c. Understand Vermont AHS's HIT/HIE strategic planning efforts and current status of the plan.
5. Conduct federal and national environmental scans to identify and review existing HIT planning documentation, analyze results, and report on federal policy issues, guidance, or advancements that should be considered for inclusion in the updated VHITP. Review will include analysis of existing and emerging federal and state HIT / HIE-related information.
6. Develop, conduct, and analyze interviews with up to 40 key stakeholders to understand their wants and needs/objectives for HIT/Health Information Exchange (HIE) in Vermont. Facilitate small group meetings with key stakeholders, such as legislators, to understand their perspectives on, and expectations for, the VHITP.
7. Develop and facilitate a project communication plan that identifies stakeholders, messages, channels, and timeline for interacting with Vermont's HIT Plan stakeholders.
8. Hold up to 5 stakeholder envisioning work sessions to: increase stakeholder input early in

the VHIT Plan development process, educate stakeholders about the work on the VHIT Plan, and create statewide HIT/HIE objectives.

9. Develop, conduct, and analyze a stakeholder survey to rank importance of objectives identified during Task 8.
 10. Hold up to two (2) work sessions with the State leadership team and key stakeholders to determine capabilities required to meet HIT/HIE objectives.
 11. Hold up to two (2) work sessions with the State leadership team and key stakeholders to determine the enablers required to support the required capabilities.
 12. Perform a gap analysis to identify differences between Vermont's current HIT/HIE environment and supporting infrastructure and the infrastructure and required enablers to meet the State's HIT / HIE objectives.
 13. Define initiatives and develop recommendations to close the gaps identified in Task 12.
4. By deleting the section labeled "Update Vermont Health Information Technology Plan (VHITP)" and its subsections beginning on page 5 of 20 of the base agreement and substituting in lieu thereof the following:

Update Vermont Health Information Technology Plan (VHITP)

14. Working closely with the State project leadership team, define/optimize the construct of the VHITP document including the general organization and content to be included, to be approved by the State.
15. Create draft outline of VHITP for review by key stakeholders and approval by the State project leadership team.
16. Deliver a presentation on the VHIT Plan project at the Vermont Information Technology Leaders (VITL) Summit 2015
17. Develop a draft VHIT Plan and, along with the State project leadership team, conduct and participate in a review process that will include work sessions with the Steering Committee, the VHCIP HIE Work Group, and other key stakeholders to vet the plan. Conduct a public meeting to receive feedback on the draft plan. Incorporate appropriate feedback as agreed with the State project leadership team.
18. Finalize the VHIT Plan and deliver to State Leadership Team.
19. Present the VHIT Plan to the Green Mountain Care Board and update as appropriate.

Project Administration

20. Provide project research, documentation, and coordination support.

Health Information Strategic Planning

The tasks below are in support of Health Services Enterprise (HSE) strategic planning effort to be performed by the Agency of Human Services (AHS) Program Management Office.

Subject to the details of the approved work plan, the Contractor will be responsible for performing the following tasks related to the HSE strategic planning process:

21. Review current planning documentation developed by AHS and the State for health information strategic planning

22. Participate in an initial conference call with project leadership to plan for a kick-off meeting for the work to be supported by subsequent tasks at a date and time specified by the State.
23. Develop a draft work plan and timeline for the remaining tasks in which Contractor will be directly involved for review and approval by the State.
24. Finalize a work plan and timeline to describe Contractor's support of the strategic planning process.
25. Conduct research and provide advice and counsel in support of the project.
26. Construct and deliver for review by the State an outline of a work plan and roadmap that describes the remaining activities to be completed in support of the strategic planning project
27. Obtain review of the work plan and roadmap by project leadership and stakeholders as determined by the State.
28. Revise the draft to incorporate requested changes and submit to the State for review and approval.
29. Finalize and deliver work plan and roadmap for completing the health information strategic planning process for State's review and approval.

Each of the Tasks above represent important activities or milestones to be tracked under this agreement; Tasks 19 and 29 represent final deliverables.

5. By deleting the Project Timeline beginning on page 7 of 20 of the base agreement and substituting in lieu thereof the Project Timeline which is an attachment to this Amendment beginning on page 5 of 11.

6. By deleting in Attachment B, number 2, beginning on page 11 of 20 of the base agreement and substituting in lieu thereof the following number 2:

2. The Budget and Key Personnel to be included under this contract are:

Budget Category	Paid Hours	Rate per Hour	Total Cost
Salaries:			
Laura Kolkman	421	\$235.00	\$98,935
Bob Brown	327	\$235.00	\$76,845
Centerboard Consulting, LLC	183	\$235.00	\$43,005
Fran Rubino	192	\$70.00	\$ 13,440
Total Salaries			\$232,225
Travel			\$24,625
Total Costs			\$256,850

7. By deleting in Attachment B, number 5, beginning on page 11 of 20 of the base agreement and substituting in lieu thereof the following number 5:

5. The Contractor may bill for travel related to this contract with express written approval of the State up to a maximum amount of \$24,625. All travel expenses must comply with State of Vermont Administrative Bulletin 3.4.

8. By deleting in Attachment B, number 7, beginning on page 11 of 20 of the base agreement and substituting in lieu thereof the following number 7:

6. The total maximum payable under this contract shall not exceed \$256,850.00.

9. By deleting Attachment C (revised 9/3/14) beginning on page 12 of 20 of the base agreement and substituting in lieu thereof Attachment C (revised 3/1/15) which is an attachment to this Amendment beginning on page 8 of 11.

This amendment consists of 11 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract, (#28323) dated February 10, 2015 shall remain unchanged and in full force and effect.

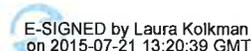
STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS

CONTRACTOR
MOSAICA PARTNERS



July 21, 2015

STEVEN COSTANTINO, COMMISSIONER DATE
312 Hurricane Lane, Suite 201
Williston, VT 05495-2087
Phone: 802-879-5901
Email: Steven.Costantino@state.vt.us
AHS/DVHA



July 21, 2015

LAURA KOLKMAN DATE
10575 68th Avenue, Suite B1
Seminole, FL 33772
Phone: 727-570-8100
Email: LKolkman@mosaicpartners.com
CONTRACTOR

Task 23	Revise the draft to incorporate requested changes.												
Task 24	Finalize and deliver roadmap for completing the health information strategic planning process												

Due dates specified in this timeline may be varied by agreement of the parties as expressed in a work plan approved by the State.

ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS

1. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of **\$1,000,000** per occurrence, and **\$3,000,000** aggregate.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.
For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
10. **Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained

until all litigation, claims or audit findings involving the records have been resolved.

11. **Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
12. **Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
13. **Taxes Due to the State:**
 - a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
 - b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
 - c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
 - d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.
14. **Child Support:** (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:
 - a. is not under any obligation to pay child support; or
 - b. is under such an obligation and is in good standing with respect to that obligation; or
 - c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.
15. **Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.
16. **No Gifts or Gratuities:** Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
17. **Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
18. **Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible

or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at:

<http://bgs.vermont.gov/purchasing/debarment>

- 19. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- 20. Internal Controls:** In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- 21. Mandatory Disclosures:** In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.
- 22. Conflict of Interest:** Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section IX and Bulletin 3.5 Section IV.B.

